

**APPENDIX D TO DIR CONTRACT DIR-SDD-1868**  
**Technology Technical Services Engagement Letter**

[DATE]

[NAME]

[ORGANIZATION NAME]

[STREET ADDRESS]

[CITY, STATE ZIP]

Dear [SALUTATION],

We are pleased to serve you on this technical services engagement. The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided.

[NAME] is responsible for the relationship between you and Myers and Stauffer LC. [NAME] is the Senior Manager who will be assigned to you. This arrangement assures that another person you know will be familiar with your operations. It also provides a person who can substitute for [NAME] should s/he not be available. We hope you will call either of these persons when you believe the firm can be of assistance.

Our services will include:

[SHORT TITLE OR DESCRIPTION OF SERVICES], as detailed within the attached addendum.

This Technology Technical Services Engagement Letter, and the DIR Contract No. DIR-SDD-1868, constitute the entire agreement regarding the above technical services to be provided to you and supersedes all prior agreements, understandings, negotiations, and discussions between us, whether oral or written. This Technology Technical Services Engagement Letter may be supplemented by other written agreements. In the event of a conflict between this Technology Technical Services Engagement Letter and the DIR Contract, the DIR Contract controls.

You understand that this service is solely for the purpose of assisting you with [DESCRIBE PURPOSE OF SERVICE]. Additionally, your personnel will provide us with any and all documents and/or media as reasonably necessary within each specific project scope. We wish to emphasize that your organization's management has the primary responsibility for the direction and utilization of the developed system. We are serving only as advisors and you may accept or reject our recommendations. Customer's management will be ultimately responsible for all decisions and the implementing of actions relating to this engagement.

In addition, Customer's management is responsible for:

- designating a management-level individual to be responsible and accountable for overseeing these technical services;
- establishing and monitoring the performance of this engagement to ensure that those services meet management's objectives;
- making any decisions that involve management functions related to this engagement and accept full responsibility for those decisions; and
- evaluating the adequacy of the services performed and any findings that result.

However, none of the forgoing bulleted responsibilities will shift or diminish Myers and Stauffer LC's professional or contractual obligations under DIR Contract No. DIR-SDD-1868.

It is our understanding that the primary intent of engaging our technical services is for the benefit of the management of [ORGANIZATION NAME]. Our services are not intended to benefit or influence any other person or entity.

The charges for our work are to be based upon the time involved, degree of responsibility assumed and skills required, plus direct expenses. Invoicing for services and payment shall be in accordance with Appendix A, Section 6 of DIR Contract No. DIR-SDD-1868. Technical services will be invoiced by Myers and Stauffer LC.

It is hereby agreed that our fee will be discussed prior to any engagement. Fees and expenses shall be in accordance with the amounts set forth in Appendix C of the DIR Contract No. DIR-SDD-1868.

As per DIR Contract No. DIR-SDD-1868, the laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

If the above terms are in accordance with your understanding and acceptable to you, please sign, date, and return the duplicate copy of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you may have.

Sincerely,

Myers and Stauffer LC

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

\_\_\_\_\_  
[Organization Name]

Customer Name

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **ADDENDUM A**

### **Our understanding of your request**

The [ORGANIZATION NAME] wishes to have a [SHORT DESCRIPTION/TITLE OF SERVICES] conducted, to determine [SHORT DESCRIPTION OF PURPOSE OF SERVICES].

Myers and Stauffer LC will perform [SHORT DESCRIPTION/TITLE OF SERVICES] for [ORGANIZATION NAME] [LOCATION]. This [SHORT DESCRIPTION/TITLE OF SERVICES] will [SHORT DESCRIPTION OF EXPECTED OUTCOME OF SERVICES].

This engagement will require [LISTING OF REQUIREMENTS TO COMPLETE THE SERVICES].

The services to be provided include:

[PROVIDE STATEMENT OF WORK INCLUDING NATURE OF THE SERVICES TO BE PERFORMED, PROJECT PHASING, SCOPE, ETC.].

1)

### **Deliverable**

The deliverable for this [SHORT DESCRIPTION/TITLE OF SERVICES] will be [DESCRIBE DELIVERABLE] which will include:

- 1)
- 2)
- 3)

### **Timelines**

The timelines/key milestone dates for this [SHORT DESCRIPTION/TITLE OF SERVICES] are [LIST KEY TIMELINES/MEILESTONE DATES]:

<b>Event/Activity</b>	<b>Date</b>

### **[ORGANIZATION NAME] Responsibilities and MYERS AND STAUFFER LC Assumptions**

[ORGANIZATION NAME] will provide MYERS AND STAUFFER LC with [LIST OF ITEMS TO BE PROVIDED TO MYERS AND STAUFFER LC]:

1)

- 2)
- 3)

### Labor Estimate

TASK	HOURS	RATE	EXTENDED COST
Task	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Analyze collected information Research/discussion	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
Task -Sub-task -Sub-task	XX	\$ XX.XX	\$ X,XXX
Task	XX	\$ XX.XX	\$ X,XXX
<b>SUB TOTAL</b>	XX	\$ XX.XX	\$ X,XXX
<b>[DESCRIBE] EXPENSES</b>	XX	\$ XX.XX	\$ X,XXX
<b>GRAND TOTAL</b>			<b>\$XX,XXX</b>

Per Appendix C of DIR Contract No. DIR-SDD-1868, the technical services rate for this engagement will be \$xxx.xx per hour for actual hours incurred. Project management hours will be billed at \$xxx.xx per hour. MYERS AND STAUFFER LC commits not to exceed the hours listed above for the project as currently scoped.

At the completion of this engagement, MYERS AND STAUFFER LC will bill for actual expenses incurred for pre-approved travel and lodging [IF APPLICABLE AND ALLOWED] relevant to the completion of this project. Travel expense reimbursement is limited to personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however amount of reimbursement by Customers shall not exceed the amounts authorized by the current State Travel Regulations.